

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code 08		Page 1		Pages 2																																					
2. AMENDMENT/MODIFICATION NO. 12			3. EFFECTIVE DATE November 5, 2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)																																						
6. ISSUED BY CODE			PS20		7. ADMINISTERED BY (If other than Item 6) CODE																																								
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812					MSFC Adm: PS22-P/Carol Terrell 256-544-6710  AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566																																								
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  AI Signal Research, Inc. 3411 Triana Blvd SW Huntsville, AL 35805					(x)					9A. AMENDMENT OF SOLICITATION NO.																																			
										9B. DATED (SEE ITEM 11)																																			
					CODE 18279      FACILITY CODE 004R1					X					10A. MODIFICATION OF CONTRACT/ORDER NO.  NAS8-02047																														
															10B. DATED (SEE ITEM 13)  02/15/02																														
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>																																													
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:																																													
(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																																													
12. ACCOUNTING AND APPROPRIATION DATA (If required) No Change																																													
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>																																													
(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.																																													
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).																																													
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:																																													
D. OTHER (Specify type of modification and authority)																																													
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>      </u> copies to the issuing office.																																													
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)																																													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Negotiated Est. Cost</th> <th>Prov. Est. Cost</th> <th>Total Est. Cost</th> <th>Maximum Incentive Fee</th> <th>Incentive Fee Earned</th> <th>Unearned Incentive Fee*</th> <th>Contract Value</th> <th>Total Sum Allotted</th> </tr> </thead> <tbody> <tr> <td>Previous</td> <td>\$6,160,571</td> <td>\$1,739,479</td> <td>\$7,900,050</td> <td>\$ 275,696</td> <td>\$ 0</td> <td>\$ 0</td> <td>\$8,175,746</td> <td>\$7,735,850</td> </tr> <tr> <td>This Mod</td> <td><u>0</u></td> <td><u>0</u></td> <td><u>0</u></td> <td><u>(130,065)</u></td> <td><u>127,464</u></td> <td><u>2,601</u></td> <td><u>&lt;2,601&gt;</u></td> <td><u>0</u></td> </tr> <tr> <td>New Total</td> <td>\$6,160,571</td> <td>\$1,739,479</td> <td>\$7,900,050</td> <td>\$145,631</td> <td>\$ 127,464</td> <td>\$ 2,601</td> <td>\$8,173,145</td> <td>\$7,735,850</td> </tr> </tbody> </table>											Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Incentive Fee Earned	Unearned Incentive Fee*	Contract Value	Total Sum Allotted	Previous	\$6,160,571	\$1,739,479	\$7,900,050	\$ 275,696	\$ 0	\$ 0	\$8,175,746	\$7,735,850	This Mod	<u>0</u>	<u>0</u>	<u>0</u>	<u>(130,065)</u>	<u>127,464</u>	<u>2,601</u>	<u>&lt;2,601&gt;</u>	<u>0</u>	New Total	\$6,160,571	\$1,739,479	\$7,900,050	\$145,631	\$ 127,464	\$ 2,601	\$8,173,145	\$7,735,850
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*Unearned Fee is lost and therefore has not been added into the Contract Value amount above. The original contract value has been reduced by this amount in total to reflect the contract value as stated above.																																													
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.																																													
15A. NAME AND TITLE OF SIGNER (Type or print)					16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)																																								
					Sandra L. Presnell																																								
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16B. UNITED STATES OF AMERICA			16C. DATE SIGNED																																					
					BY <b>ORIGINAL SIGNED BY</b>			November 5, 2002																																					
(Signature of person authorized to sign)					SA (Signature of Contracting Officer)																																								
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE					30-105 <b>STANDARD FORM 30</b> (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243																																								

This modification is issued pursuant to Clause B.2 ESTIMATED COST AND CONTRACT FEES and the "Limitation of Funds" clause.

The purpose of this modification is to provide incentive fee for the period February 15, 2002, through August 14, 2002.

1. Clause B.2 Estimated Cost and Contract Fees, paragraph (b), Base Year, is deleted in its entirety and the attached Clause B.2, paragraph (b), is substituted in lieu thereof (a vertical line in the right hand margin indicates the specific areas of change).

2. Clause B.5 CONTRACT FUNDING (1852.232-81) (JUN 1990) is deleted in its entirety and the attached Clause B.5 is substituted in lieu thereof (a vertical line in the right hand margin indicates the specific areas of change).

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Option Yr. 3	(A) Mission	02/15/05-02/14/06	\$6,374,056	-0-	-0-	\$283,081	\$6,657,137
Option Yr. 3	(B) IDIQ	02/15/05-02/14/06	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000
Option Yr. 4	(A) Mission	02/15/06-02/14/07	\$6,491,200	-0-	-0-	\$290,647	\$6,781,847
Option Yr. 4	(B) IDIQ	02/15/06-02/14/07	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Maximum Available Incentive Fee</u>	<u>Incentive Fee Earned</u>	<u>Unearned Incentive Fee</u>
Base Year	(A) Mission	02/15/02-08/14/02 08/15/02-02/14/03	\$130,065	\$127,464 \$ TBD	\$2,601
Base Year	(B) IDIQ	02/15/02-08/14/02 08/15/02-02/14/03	\$ 0	\$ 0 TBD	\$ 0*
Option Yr. 1	(A) Mission	02/15/03-08/14/03 08/15/03-02/14/04		TBD TBD	
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03 08/15/03-02/14/04		TBD TBD	
Option Yr. 2	(A) Mission	02/15/04-08/14/04 08/15/04-02/14/05		TBD TBD	
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04 08/15/04-02/14/05		TBD TBD	
Option Yr. 3	(A) Mission	02/15/05-08/14/05 08/15/05-02/14/06		TBD TBD	
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05 08/15/05-02/14/06		TBD TBD	
Option Yr. 4	(A) Mission	02/15/06-08/14/06 08/15/06-02/14/07		TBD TBD	
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06 08/15/06-02/14/07		TBD TBD	

\* No IDIQ tasks were physically completed during February 15, 2002, through August 14, 2002. All potential incentive fee associated with IDIQ tasks initiated during this period but not physically completed the reporting period will be rolled into the next reporting period (August 15, 2002, through February 14, 2003).

(End of clause)

### B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$7,466,722. This allotment is for Customer and Employee Relations (CaER) Directorate Support Services and covers the following estimated period of performance: February 15, 2002, through February 14, 2003.

(b) An additional amount of \$269,128 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$7,464,121	\$ 2,601	\$7,466,722
Provisional Incentive Fee	271,729	(130,065)	141,664
Incentive Fee Earned	<u>0</u>	<u>127,464</u>	<u>127,464</u>
Total Sum Allotted	\$7,735,850	\$ 0	\$7,735,850

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
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